



NORTH AMERICAN CAR CORPORATION

222 SOUTH RIVERSIDE PLAZA • CHICAGO, ILLINOIS 60606 U.S.A. • (312) 648-4000 • TELEX 255222

RECORDATION NO. 11417 Filed 12/30/80

DEC 30 1980 -3 40 AM

INTERSTATE COMMERCE COMMISSION

December 22, 1980

No. DEC 30 1980

Date.....

Fee \$20.00

ICC Washington, D. C.

0-365A082

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

RE: Filing of Supplementary Rider No. 2 ("Rider") dated as of January 22, 1980 to Car Leasing Agreement 1438 ("Lease") between North American Car Corporation ("NAC") and Citadel Cement Corporation ("Lessee")

Dear Madam:

Enclosed for recording under 49 U.S.C. Section 11303 are an executed counterpart and four certified true copies of the Rider, which has been assigned to General Electric Credit and Leasing Corporation ("Assignee"), pursuant to a Bailment Agreement and Assignment of Leases ("Bailment Agreement") dated as of December 18, 1978 and amended on November 15, 1979 and recorded with the Interstate Commerce Commission on January 23, 1980, under Recordation No. 11417. Please record this Rider under that Recordation number.

The equipment is covered in the Rider and the names and addresses of the parties are as follows. The address of the Lessor, North American Car Corporation, is 222 South Riverside Plaza, Chicago, Illinois 60606 and the address of the above named Lessee is 2700 Cumberland Parkway, Suite 550, Atlanta, Georgia 30339. Please cross index this filing against the name of that Lessee.

The Rider supplements the Lease by subjecting the equipment described in the Rider to the terms of the Lease, thereby leasing the same to the Lessee. The Bailment Agreement provides that NAC shall hold, lease, maintain and perform certain administrative and other services with respect to the equipment covered by the Lease and that NAC assigns to Assignee all its interest in, but not its obligations under, the Lease (including amounts received or credited for mileage compensation relating to that leased equipment). The equipment covered by the Lease has been or is to be sold to Assignee.

DEC 31 PM '80
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TIGER LEASING GROUP

Secretary
Interstate Commerce Commission

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Also enclosed is a check payable to the Interstate Commerce Commission in the amount of \$20 for the required recording fee. Pursuant to the Commission's rules and regulations for the recording of certain documents under 49 U.S.C. Section 11303, you are hereby requested to duly file one certified true copy for record in your office, cross-indexing the same so stated above, and to return the executed counterpart and the remaining three certified true copies, the Secretary's Certificate of Recording, and related fee receipt, to the messenger making this delivery.

If you have any questions, please contact the undersigned.

Very truly yours,



Edward H. Soderstrom, II
Assistant Secretary

enclosure

Interstate Commerce Commission
Washington, D.C. 20423

12/31/80

OFFICE OF THE SECRETARY

Edward H. Soderstrom, 11
Assistant Secretary
North American Car Corp.
222 South Riverside Plaza
Chicago, Illinois 60606

Dear

Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **12/30/80** at **3:40pm**, and assigned recordation number(s).

11417-YYYYYY-11417-ZZZZZZ

11417-AAAAAA- 11417-YYYYYY yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

RECORDATION NO. 11417-84444444 Filed 145

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C E R T I F I C A T E

INTERSTATE COMMERCE COMMISSION

I hereby certify that I have compared this certified, true copy of Rider No. 2 to Car Leasing Agreement 1438 between North American Car Corporation and Citadel Cement Corporation dated January 22, 1980 to the original of such Rider and that this copy is a true and correct copy in all respects.

Debra A Kelly

(SEAL)

My Commission Expires My Commission Expires Feb. 23, 1983

KEEP

ICC FILE COPY

11417-YYYYYY

This rider ("Rider") and the above Car Leasing Agreement constitute a separate agreement ("Agreement") which, together with all rights under the Agreement, may be assigned as security or otherwise. No subsequent amendment to the Agreement shall be effective against any assignee hereof. The cars described herein shall be subject to the terms and conditions of the Agreement and this Rider during the term of use and for the rental set forth below:

<u>Number of Cars</u>	<u>Type of Car</u>	<u>Monthly Rental Per Car</u>
Twenty (20)	PD 3000 hopper cars, for shipment of Portland Cement (MAX 94184 thru 94203)	\$357.00

North American and Lessee agree that the rental rate as shown above shall be increased \$1.55 per car per month for each point increase in the Philadelphia Price Index of Commodity Prices (railroad equipment - code 146), according to the latest information available as reported in the current "Survey of Current Business", published by the U. S. Department of Commerce, as of the date the first car is scheduled for delivery to Lessee, over a base of 131.6 as was reported for September, 1939. Rentals thus calculated shall be rounded to the nearest \$0.50.

For each mile in excess of 20,000 miles in service that each car covered by this Rider travels in a calendar year, there will be an additional charge of \$0.935.

Lessee agrees to be responsible for all freight charges incurred in the shipment of cars and to pay for all taxes, duties, etc.

In the event that during the term hereof, the U. S. Department of Transportation, or any other governmental agency or non-governmental organization having jurisdiction over the operation, safety or use of railroad equipment, requires that North American and/or, Lessee, or in any other respect, the cars subject to this lease in order to qualify them for operation in railroad service, Lessee agrees to pay an additional monthly charge of \$1.00 per car for each day required by North American and/or, Lessee, after the date the car is released from the shop after application of such modifications, modifications or adjustments (hereinafter the "Modifications"). No rental credits will be allowed on cars requiring the shop for any Modification for the first thirty days. In the event North American in its sole discretion determines prior to making any Modification that the cost thereof is not warranted or required in view of the condition or existing useful life of such car, and North American elects to put such car into service, then Lessee's obligation as to such car shall terminate upon the date specified as valid by North American, provided that such date shall be prior to the date the Modification is completed to the car.

It is further agreed that the car shall be returned to North American in the event of failure thereof to be used in service, and that the car shall be returned to North American in the event of failure thereof to be used in service, and that the car shall be returned to North American in the event of failure thereof to be used in service.

Witness my hand and seal this 17th day of February, 1943.

By _____, Secretary of Commerce

[Signature]
By _____, President of North American

[Signature]
By _____, Secretary of Commerce

This Lease is a COUNTERPART ORIGINAL. No assignment of, or security interest in, this Lease may be created or effected except by the transfer of possession of the copy marked "ORIGINAL."

State of Illinois)
) SS:
County of Cook)

On this 30th day of February, 1980, before me personally appeared R. D. [Signature], to me personally known, who, being by me duly sworn, says that he is a Vice President of North American Car Corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors or other due authority, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)

Don L. L. L.
Notary Public
My Commission expires 7-14-83

State of Georgia)
County of Cobb) SS:

On this 28th day of March, 1980, before me personally appeared R. D. Whyte, to me personally known, who, being by me duly sworn, says that he is a Vice President of Citadel Cement Corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors or other due authority, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)

Charles D. Baggett
Notary Public
My Commission expires 10-4-83